

TENDER PARTICIPATION FILE

For awarding a framework contract of
Cash Transfer Programming, Financial Service
Provider, Programme Management System

Reference to the tender:

HQ/STC-01/CASH/2021

Title of project/s:

Global Framework Cash Transfer Programming: financial service
provider

June 2021

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FOREWORD

This Tender participation file, containing the annexes, constitutes the central document to fill under the tender procedure as defined in the Procurement procedures guidelines of Première Urgence Internationale.

Here are specified details of the procedure to follow, principles to be respected, information and documents to provide.

For any further information, please follow the procedure described in the paragraph 2.7.

1. PRESENTATION OF PREMIERE URGENCE INTERNATIONALE

The aim of Première Urgence Internationale (PUI) is to provide a comprehensive response to all the basic needs of populations affected by humanitarian crisis, from emergency until recovery of autonomy. PUI's strategy is based on an integrated approach when defining projects with various expertise: health and nutrition, protection, food security and livelihoods, WASH. PUI's action is developed in partnership with the local communities, the authorities and the civil society.

To get more information on PUI missions worldwide missions, visit our website at:

<https://www.premiere-urgence.org>

Cash and Voucher Assistance (CVA) in humanitarian setting has grown exponentially the past years. This increased demand for transferring money to high number of beneficiaries in parallel with a demanding level of accountability lead the way to the adoption of innovative technological solutions for the management of such activities (data management platform, e-payment...Such systems have the potential to provide more efficient and reliable delivery of cash payments

PUI intends to develop its CVA through the use of secured platforms and payment mechanisms allowing the safeguard of sensitive data and the secured payment and reconciliation of CVA in a timely and effective way, in any context.

2. PROCEDURE TO BE FOLLOWED

By submitting his offer the Tenderer accepts, without restriction, all the general and specific conditions that govern the award of this contract, as the sole basis of this tender procedure, whatever his own conditions of sale which he hereby waives.

The Tenderer acknowledges that he had reviewed carefully all the instructions, contractual provisions and specifications contained in this tender participation file and that he complies with them.

The Tenderers are demanded to respect all the procedures described below. The offers that do not respect the required terms and forms will be automatically rejected.

2.1. Participation

The participation in this tender is open to all the natural or legal persons who respect the ethical criteria described in the Special Conditions below.

2.2. Calendar (for information only)

Date	Step
21/07/2021	Beginning of withdrawal of the tender participation file
10/09/2021	End of submission of tender participation file
13/09/2021	Offers opening session
October 2021	Contract(s) award

2.3. Language and currency

The offers, the correspondence and the documents related to the offers exchanged between the Tenderer and PUI, the contracting authority, must be written in the language of the procedure, in English.

The offers must be denominated in euro to allow comparison. The VAT and other taxes will be specified if necessary.

2.4. Quality

The Tenderer guarantees to PUI that the goods, works and services will be of quality and suitable for the intended use. Documentations to support the delivery of quality services should be annexed to the offer.

Furthermore, the goods, works and services will comply with all the corresponding legal requirements asked.

2.5. Technical requirements

General requirements

PUI is looking for a secured system and solution to support the delivery of cash, voucher and in-kind assistance to support PUI team on the beneficiaries' registration, database management, payment of assistance to suppliers and beneficiaries, reconciliation of payment between actors, monitoring and evaluation.

PUI needs a flexible system to adapt to its intervention's context and to its projects using different kind of disbursement modality used by PUI:

- ✦ Voucher (value and commodity),
- ✦ E-voucher (value and commodity),
- ✦ E-cash,
- ✦ Cash,
- ✦ In-kind assistance

- ✦ The provider and their solution needs to be able to handle cash transfer with flexibility to adapt to PUI demands. The payment solution offered must be able to handle cash transfer with high frequency and of a high amount. The applicant must demonstrate their capability to do so in their application by describing their abilities, and the risks they face in delivering the cash at this scale, and any actions they have to mitigate them.
- ✦ Provide case study and examples to prove experience, as well as demonstrations to validate the capacity of the solutions, through recent recommendations from humanitarian and development actors with a reference that can be contacted by PUI.
- ✦ The provider must detail how their system can adapt to both rural and urban settings. Our program requires a solution that can be adaptable in liaison with the technical and network connections realities linked to the various contexts of operation.
- ✦ Training services for PUI staff at HQ and field level, including PUI's partners must be included, face-to-face and remotely. List the type of training, length and costs.
- ✦ List the countries into which the solution is already deployed, specify if different options are available according to the countries and please state in which other countries the solutions could be available but has not been tested.
- ✦ List the roles and responsibilities that are expected from PUI and from the provider.

- ✦ Share a list of prices for invoicing fees according to the services used by PUI and conditions of fees if any (threshold of transfer globally or per project); include list of price of any additional services and products/tools/hardware.
- ✦ Specify currency used for payment and invoicing schedule.
- ✦ Specify if any customer account or bank account needs to be opened under PUI's name.

The system should be able to propose the following functions

- ✦ A customizable surveying tool (deployable data collection tool through electronic support or paper support/ database management and analysis and tailored and easy and user-friendly platform) including but not restricted to post-distribution monitoring, complaint mechanism, targeting assessment...
- ✦ The system must be able to present various solutions for beneficiaries' identification.
- ✦ A customizable tool allowing beneficiary registration (data collection through electronic or paper support, customized criteria) and database management, allowing the safe safeguard of personal data (GDPR compliant), their edit but also the edition of beneficiaries' cards if deemed necessary.
- ✦ A secured platform allowing real time reporting and tracking (monitoring of cash transfer/ beneficiaries' use/ vendors transaction/ reconciliation reports).
- ✦ A secured platform allowing cash disbursement to beneficiaries (with degrees of authorization for disbursement according to positions, safe and secured platform for cash transfers).
- ✦ The offline access to the platform and tools (remote data collection, disbursement of assistance, beneficiaries' management). System that cannot work offline will not be accepted.
- ✦ The use of various protected delivery mechanisms (in-kind, paper-voucher, e-voucher, e-cash, using QR code, mobile money...) with online activation and solutions to print vouchers and e-cards and tools to use them for disbursement (tablets, card readers/terminals...).
- ✦ A secured platform allowing the registration of vendors/financial transfer partner/ supplier management, their payment, the follow-up of the transaction and disbursement of beneficiaries, reconciliation and invoicing.
- ✦ The platform should be able to host various projects and programmes in the different countries of intervention of PUI; updates and improvements should be easily available for every level.
- ✦ Data import and export (easy export of exploitable data's for reporting).
- ✦ The supplier must offer a hotline support system reachable 7/7 in case of technology failure, and provide details of reasonable timeslots to proposed tailored solutions.
- ✦ The solution must have been used successfully in past humanitarian or development programs. Please provide contact information for references from work with similar organizations or programs.

Materials and equipment

- ✦ The provider should have clear guidance on procurement for the materials proposed along with the solution, which are easy and timely adequate for emergency response. A description of the tools and materials should be provided with technical details, costs, and length of delivery in the various countries where PUI operates (see list in Annex A).
- ✦ The provider should have enough material to cover the needs and the technical support to the PUI team in case of malfunctioning. The provider should be able to support PUI in procurement material through the country customs and specify the facilities it has or not to handle such matters in countries of operations of PUI and others.

Data protection

- ✦ The system must follow international standard in term of data security (ISO 27001), personal data protection (ISO 27701), and availability (ISO 22301)
- ✦ The solution must protect organization and beneficiary data consistent with the General Data Protection Regulation EU 2016/679 Regulation, Directive 95/46/EC. Please explain the company's data protection policies and how the proposed solution will safeguard beneficiary privacy when registered and stored on the platform/database through.
- ✦ Include regulations respected for data protection and security; it is compulsory that any of the personal data shared by PUI within the scope of the services proposed shall never become the property of the partner, shall never be shared, shall be kept confidential and shall be deleted from the partners servers and platform used by PUI when requested or after a certain period of inactivity. The partner must specify how and how long they would keep the data in order to be able to deliver the service requested.

Know Your Customer (KYC)

- ✦ The provider should prove knowledge and experience to address KYC requirements at international and national level in various operation country to avoid delays in PUI implementation. The provider should be able to answer to the following question:
 - How are KYC due diligence measures respected and implemented? Please describe and explain the regulations and processes you follow in link with PUI and potential stakeholders such as Financial Transfer Partners and beneficiaries.
 - What are the provider's legal obligations to disclose customer information to authorities?
 - Is there a transfer amount below which KYC requirements do not apply, additional identification requirements that apply above a certain transfer amount, or other differences in requirements based on type of service?
 - Have you adapted or adjusted KYC or other financial services regulations in the past for humanitarian interventions, in order to respect the International Humanitarian Law? If so, what have these adaptations looked like?

2.6. Submission of bids

The offers must be received before the deadline specified above and in the Cover letter for tender participation file. Each offer received after the deadline will be rejected. The duly completed offers must be sent to the following address:

hq.tender@premiere-urgence.org

Each Tender participation file, including all the annexes and accompanying documents with the object mentioning only the following tender reference:

HQ/STC-01/CASH/2021

Every offer having other object may be rejected.

2.7. Request for additional information

The Tenderers may send their questions in writing no later than the 10th of September 2021 before the deadline of submission of the offers, specifying the reference of the Tender at email to:

hq.tender@premiere-urgence.org

If PUI, on its own initiative or in response to the request of a Tenderer, provides additional information about the tender procedure, it will also communicate this information in email and simultaneously to all other potential Tenderers.

2.8. Offers opening session

The Offers opening session is intended to check if the offers are complete, the tender guarantees provided, the documents duly signed and the submissions, in general, done properly.

The offers should be opened in a public session on the 2nd of September 2021 by the Selection committee and potential observers. The checklist of the offers opening can be provided upon request.

During the offers opening session, only the general information (reference of the tender, name of Tenderer, concerned lot) will be shared publicly.

At the end of this session, the offers will be declared:

- **Receivable:** the offer will be evaluated by the Selection committee. (Note: The Selection committee may request from the Tenderer additional information or documents within a limited time. These additional information or documents will allow a more precise evaluation but not aim at correcting form errors or significant deficiencies that may have an impact on carrying out of the award of the contract or distort the competition ;
- **Rejected:** the offer is rejected.

After the offers opening session, no information on the process will be communicated, until the award of the contract.

Any attempt of a Tenderer to influence the Selection committee in the tender selection process or to obtain information about its progress will lead to the immediate rejection of his offer.

2.9. Evaluation of offers

Evaluation criteria

The criteria taken into account for the evaluation of offers by the Selection committee are administrative, technical and general. Each criterion will be considered and may lead to comparisons between the different offers.

A score or a coefficient may be assigned to these criteria, example of the main criteria in the below table:

General requirements
Choice in disbursement modalities and delivery mechanisms
References
A case study of a project or other examples/illustration
Training support curriculum
Training support costs
Languages available for technical support
Countries' presence and experience, in liaison with PUI countries of intervention
List of competitive prices
Payment process and requirements
Platform Functions
Surveying/monitoring options
Identification options
Adaptability, flexibility and customization of the tool
Personalization of the solution
Safety and security of the platform
Off-line access
A review of the safety and security of the solution proposed (software, tools)
Accessibility and friendly understanding of the platform and system
Transfer tracking and payment solution
Variety of flexible delivery mechanisms and handy/ready to go solution
Import/export from the platform
Hotline support
Variety of secured identification systems
Materials and equipment
Standard material defined for the system with fixed price
Clear procurement guidance
Capacity to procure and deliver equipment globally within reasonable deadlines
Data protection
Engagement of the partners to respect data protection policies and protocols (including internal PUI ones)
Data security standards
Data protection standards
KYC
Experience and knowledge of KYC rules and requirements
Legal obligations followed by partner in term of KYC
Other
Competitive prices

Note: Evaluation criteria have to be included in the evaluation grids.

Offers evaluation session

The evaluation of offers will be carried out in private, behind closed doors by a Selection Committee composed with (but not limited to) representatives of PUI.

During this session, the offers will be evaluated technically, administratively, financially and operationally according to specific criteria. The selected offer will comply with the criteria defined by PUI and will be the most advantageous for PUI.

Several Tenderers may be selected and sorted by rank.

If after the offers evaluation session, no offer is accepted, due to technical, administrative, financial or operational reasons, the Selection committee can revise its needs and contact all the Tenderers asking them for a revised offer under specific conditions. These revised offers will be evaluated by the Selection committee as a part of a complementary evaluation session.

This additional evaluation will be in accordance with the principles of transparency and free competition in force within PUI guidelines.

2.10. Awarding the contract(s)

PUI will not be responsible for reimbursement to Tenderers for costs of participation in this tender.

At the end of the offers evaluation session, framework contract(s) will be awarded to Tenderer(s) with no flexibility with regards to adherence to PUI principles, protocols or rules. Only after its acceptance of this contract and its clauses, the contract(s) will be awarded in a definitive way. PUI is not compelled to award contract(s) to a single tenderer but to several tenderers if needed.

The contract(s) will be awarded definitively to the Tenderer(s) who will accept it.

2.11. Failure of the procedure and cancellation

Finally, if after the offers' evaluation session, no offer is retained and if the Selection committee is not able to consider additional proposition to be evaluated, the **tender will be declared unsuccessful**. The failure of the procedure will be formalized through the evaluation report. All the Tenderers will be contacted by PUI and informed of such situation.

In the exceptional circumstances listed below, **the Selection committee may cancel** the competitive process:

- PUI decide to stop the procedure if not relevant anymore for the organization;
- Irregularities in the procedure have been confirmed, in particular to prevent fair competition.

3. GENERAL CONDITIONS

The Supplier/s must comply with all the conditions mentioned below. These conditions are an integral part of the contract which will be signed with the selected supplier/s.

3.1. Deadlines and delivery

The Supplier will define a guaranteed deadline for delivery of products, services or works. This period must be clearly mentioned in the submitted tender.

The Supplier must comply with the quality and with the characteristics of the products described in this tender participation file. The quality and the specifications of the delivered products must be the same or equivalent to those of the possible samples submitted beforehand. Otherwise, the products may be refused.

All the products, services or works ordered by PUI must be delivered according to schedule and the conditions defined in the submitted offer, except modifications formalized in the contract to be signed and accordingly to PUI's requirements. This includes all administrative, tax and custom formalities.

3.2. Insurance

Première Urgence Internationale assumes no responsibility for the losses or damages suffered by the provided products, services and/or works that may occur during the execution period and before the acceptance of these products, services and/or works. Therefore, it is up to the Supplier to secure the products, if necessary.

The Supplier, as well as his eventual subcontractors, will be covered by a supplier's liability insurance as a part of their activities related to the execution of the contract.

3.3. Specific documentation

The specific documentation for sending any material to a PUI's country mission should be undertaken by the supplier to ensure a good delivery on time.

The selected Tenderer agrees to responsible, financially and administratively, for all the necessary steps to follow in order to obtain such documentation.

The Selected Tenderer is responsible to its own registration, administrative procedure in any intervention country.

4. ETHICAL CONDITIONS

4.1. Corruption, fraud, collusion and coercion

PUI will reject any proposition or end any contract of purchase or rental or execution of service, if one or several of the practices mentioned below are recognized as being used by the contractor, supplier, and service provider:

- Corrupt practice is defined as the offering, giving, receiving or soliciting, directly or indirectly, anything of value in order to influence improperly the activities of the Contracting authority;

- Fraudulent practice is any act or omission, especially a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, the Contracting authority to obtain a financial or other benefit or to avoid an obligation;
- Collusive practice is an undisclosed agreement between two or more tenderers or candidates designed to artificially alter the results of the tender procedure to obtain a financial or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender procedure to influence its activities.

4.2. Protection of children and social rights

PUI, as specified in its charter and rules of procedure, fully complies with the International Convention on the Rights of the Child. It wishes to draw the attention of potential suppliers on Article N° 32 of this Convention, which states that children should not be subjected to work that could affect their right to education or have harmful effects on their health, their growth or their human development.

It is clearly specified to suppliers that it is not allowed to put children under age of 18 years old to work for the execution of any of their activities.

4.3. Legality and transparency

Each tenderer must follow and apply laws and regulations in force in the country where the products will be delivered and/or the services are executed, and ensure that its staff members, the persons they supervise and the staff members of its potential subcontractor follow and apply them as well. The Tenderer will not consider PUI as responsible for any breach of the above mentioned laws and regulations by its staff member, the persons they supervise or the staff members of its potential subcontractor.

In case of selection, the Tenderer will allow PUI or any other organization or person/body mandated by PUI to get access to its premises and documents. Furthermore, the Tenderer will provide PUI, upon request, with all documents related to the participation to the tender, the execution of the contract and its general activities.

4.4. Personal Data Protection

The security and privacy of Program Data are paramount to PUI. The provider shall take all reasonable measures to ensure the secrecy and confidentiality of the program data including beneficiary information. The provider must demonstrate its protocol and technical safeguards to protect the security, confidentiality and integrity of PUI's Data.

4.5. Environmental Policy

PUI is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Please, let us know if you have an environmental policy or similar.

4.6. Communication

Publicity or external communication have to be validated by PUI.

4.7. Criteria of exclusion

The Tenderers will be excluded in the following cases:

- They are under bankrupt or are the subject of bankruptcy or liquidation proceedings, judicial settlement or bankrupt's certificate, cessation of activity or are in any situation arising from a similar procedure provided for in national legislations or regulations;
- They are the subject of conviction by a judgment having the force of res judicata for any offence concerning their professional ethics;
- They committed a grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security contributions or their obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established or those of the country of the contracting authority or those of the country where the contract will be executed;
- They were the subject of a judgment which has the force of res judicata for fraud, corruption, participation in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- Following the award procedure of another contract or the procedure for granting a subsidy financed from the Community budget, they have been declared in serious breach for failure to comply with their contractual obligations;
- They are in a situation of conflict of interests during the procurement process;
- They are proven guilty of misrepresentation in supplying the information required by the humanitarian organization for participation in the contract or has not supplied such information.

The Tenderers must prove by any appropriate means that their situation is not one of the listed above.

5. FINANCIAL OFFER

The validity of the offer must be specified in time (month and/or year) from the date of submission of the offer or by specifying a due date.

The list of material for the functioning of the system should be details with technical specification.

An estimation of the volume and transportation can be include for various location.

Training costs should be included.

6. ANNEXES

The forms listed below are to be used by the Tenderers or apply, **the Tenderer can use his own template, providing that it includes all the information specified in the annexes forms:**

- **Annex A:** Submission form;
- **Annex B:** Model of financial offer;
- **Annex C:** List of project similar with international, national NGO ; UN agency ; government ; case study (Tenderer's own template)
- **Annex D:** Financial identification; (please follow the form proposed)

Note: *The parts in brackets [...] are to be completed by the Tenderer.*

Annex A: Submission form

Tender reference: HQ/STC-01/CASH/2021

1. CONTRACTING AUTHORITY: PREMIERE URGENGE INTERNATIONALE

2. TENDERER

2.1 Supplier:

Name: [.....]
 Nationality: [.....]
 Legal structure: [.....]
 Registration number: [.....]
 Year of registration: [.....]
 Website: [.....]

2.2 Representative:

Name: [.....]
 Position: [.....]
 Address: [.....]
 Telephone: [.....]
 E-mail : [.....]

2.3 Subcontractor (if appropriate) :

Name: [.....]
 Nationality: [.....]

2.4 Operational presence

	Main office	Partner's presence	Operational presence	Past operational presence	Other (please specify)
Afghanistan					
Armenia					
Burkina Faso					
Burma					
Cameroon					
Central African Republic					
Chad					
Colombia					

Democratic Republic of Congo					
France					
Iraq					
Lebanon					
Libya					
Mali					
Niger					
Nigeria					
North Korea					
Occupied Palestinian Territories					
Senegal					
Sudan					
Syria					
Ukraine					
Venezuela					
Yemen					

3. TENDERER'S DECLARATION

In response to your letter of invitation to tender for the contract mentioned above, we, the undersigned hereby declare that:

1. We have examined and we accept in full the content of the tender documentation referred to above. We accept unconditionally and fully its disposals.
2. We offer to provide the goods and the services in accordance with the terms of the dossier, and the conditions and specified deadlines, without reservation or restriction and in accordance with the legislation of the country.
3. The price of our tender is: [.....]
(in numbers), [.....]
(in letters).
5. This offer is valid for a period of [.....]
starting from the deadline of submission of tenders.
6. If our tender is accepted, we are committed to provide a performance bond in the amount of [.....].
7. We are submitting this offer in our name. We confirm that we are not tendering in another form for the same contract.
8. We commit to abide by the ethics clauses described in the Special Conditions of this documentation of participation. In particular, that we are not in any of the situations excluding us from participating in the contract award and that we are not in a situation of conflict of interests with any other candidate or participant in the tender procedure.
9. We will inform immediately the Contracting Authority of any change in the above circumstances. We also recognize and accept that any inaccurate and incomplete information may result in our exclusion from this tender.
10. We note that the Contracting Authority is not obliged to continue this invitation to tender and reserves the right to cancel the contract award, according to the conditions described in this documentation of participation. Any responsibility towards us will not incumbent on him by doing so.

Place: [.....]

Date: [.....]

Representative's name: [.....]

Signature and stamp:

6.1 Annex B: Model of financial offer

Reference to the tender: HQ/STC-01/CASH/2021

Lot No. : [.....]

Tenderer's name: [.....]

No.	Technical designation and specifications	Quantity	Unit	Unit price	Total price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
				SUBTOTAL (A) [Currency]	

No.	Transport	Quantity	Unit	Unit price	Total price
1					
2					
				SUBTOTAL (B) [Currency]	

TOTAL PRICE (A+B) [Currency]	
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Validity of the offer: [.....]

Place: [.....]

Date: [.....]

Representative's name: [.....]

Signature and stamp:

6.2 Annex D: Financial identification

This annex is to fill in case that Tenderer cannot provide bank details of his bank.

Tender reference: HQ/STC-01/CASH/2021

Name of Tenderer: [.....]

ACCOUNT HOLDER

Full name: [.....]

Address: [.....]

Country: [.....]

Nationality: [.....]

Telephone: [.....]

E-mail: [.....]

BANK

Name: [.....]

City: [.....]

Country: [.....]

Account number : [.....]

SWIFT code: [.....]

INTERMEDIARY BANK (IF APPROPRIATE)

Name: [.....]

City: [.....]

Country: [.....]

Account number : [.....]

SWIFT code: [.....]

Place: [.....]

Date: [.....]

Name of account holder: [.....]

Signature and stamp:

Name of the bank: [.....]

Signature and stamp: